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RICHARD A. MARSHACK

7
8 UNITED STATES BANKRUPTCY COURT
9
10 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10 In re
11 NORTHERN HOLDING, LLC,
12 Debtor.

Case No. 8:20-bk-13014-SC

Chapter 7

CHAPTER 7 TRUSTEE’S STATUS
REPORT REGARDING ONGOING CIVIL
CONTEMPT PROCEEDINGS

[OSC DOCKET NO. 359]

Hearing

Date: June 14, 2023

Time: 11:00 a.m.

Ctrm: 5C – via ZoomGov

Location: United States Bankruptcy Court
411 West Fourth Street
Santa Ana, CA 92701-4593

19
20 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE,
21 THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

22 Richard A. Marshack, the chapter 7 trustee (“Trustee”) of the bankruptcy estate (“Estate”) of
23 Northern Holding, LLC (“Debtor”), submits this status report regarding the ongoing civil contempt
24 proceedings against LeRoy E. Coddington, IV (“Coddington”).

25 **1. Summary Status Report**

26 On May 11, 2023, the Court conducted an in-person evidentiary hearing regarding the
27 Court’s order to show cause re: civil contempt (“OSC”) directing Coddington to appear and show
28 cause why he should not be held in civil contempt for his willful violation of various court orders

1 and the automatic stay. Trustee called a number of witnesses, who provided testimony both in
2 person and via ZoomGov. The Court indicated that it was inclined to continue the hearing for
3 further testimony on May 15, 2023. Rather than proceed with a second day of testimony, Coddling
4 and Trustee entered into a stipulation for certain terms and conditions and Coddling's consent to a
5 civil contempt adjudication. The stipulation was filed, and has now been approved by order of the
6 Court after an intervening objection by AgWest Farm Credit, FCLA ("FCW") was resolved.
7 Coddling did not avail himself of the June 1, 2023 deadline to pay a reduced amount of
8 compensatory sanctions. Trustee will advise the Court at the status conference on June 14, 2023 if
9 Coddling has paid the full amount of stipulated compensatory damages.

10 **2. Factual Restatement**

11 On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter 11 of
12 Title 11 of the United States Code, initiating the above-captioned bankruptcy case. Coddling was the
13 managing member of Debtor. Coddling is also the managing member of Fluid Wine Fund I, LLC, a
14 Nevada limited liability company ("FWF"), which is the 100% shareholder of Rabbit Ridge Wine
15 Sales, Inc. ("Rabbit Ridge").

16 On June 15, 2021 ("Conversion Date"), the case was converted to Chapter 7. Richard A.
17 Marshack was appointed as the Chapter 7 trustee of the converted case.

18 On August 9, 2021, as Dk. No. 184, a stipulation ("Turnover Stipulation") signed by Trustee
19 and Coddling (on behalf of Rabbit Ridge) was filed, where Coddling, on behalf of Rabbit Ridge,
20 agreed to entry of an order for turnover of real property commonly known as 1172 San Marcos Road
21 ("San Marcos Property"), and adjacent real property APN No. 027-145-022 ("Texas Road
22 Property").

23 Also on August 9, 2021, as Dk. No. 186, Trustee filed a motion to authorize operations of on
24 Estate properties for the limited purpose of growing, cultivating, and harvesting grapes for the Fall
25 2021 period ("Operate Motion"). Attached to the Operate Motion was a declaration by Coddling,
26 signed by Coddling, and also a farm operator agreement ("Farm Agreement") signed by Trustee and
27 Coddling. The Farm Agreement was jointly drafted by Trustee and Coddling. In connection with the
28

Operate Motion, Trustee negotiated a stipulated agreement to use cash collateral with secured creditor Farm Credit West, FLCA (now AgWest Farm Credit, FCLA), which was read into the record at the hearing on the Operate Motion.

On August 23, 2021, as Dk. No. 196, the Court entered an order approving the Turnover Stipulation (“Turnover Order”).

On September 7, 2021, as Dk. No. 211, the Court entered an order approving the Operate Motion and the Farm Agreement (“Operate Order”). Under the Operate Order, Codding was authorized to operate a farming business on the San Marcos Property, Texas Road Property, and a third parcel commonly known as 2380 Live Oak Road, Paso Robles, CA (“Live Oak Property” and together with the other two properties, the “Properties”).

Between August 26, 2021 and November 24, 2021, Rabbit Ridge directly received funds from the sale of grapes grown on and harvested from the Properties in 2021, as follows:

Date	Customer	Amount
8/26/2021	Nicora Wine	\$20,000
8/26/2021	Nicora Wine	\$20,000
8/26/2021	Nicora Wine	\$4,000
9/10/2021	Cathartes Aura LLC dba Anarchy Wine Company	\$30,000
9/22/2021	Pali Wine	\$27,471.90
9/30/2021	Graveyard Vineyards	\$3,285
10/22/2021	Pali Wine	\$3,877.52
10/22/2021	Sycamore Ranch Vineyard & Winery LLC	\$2,250
10/26/2021	O’Neill Beverages Co. LLC dba O’Neill Vintners & Distillers	\$22,297.89
11/23/2021	Adelaida Springs Ranch/Rangeland Wines	\$7,752
	TOTAL	\$140,931.91

The funds listed in the table above were received directly by Rabbit Ridge pursuant to instructions given by Codding. Trustee never provided any authorization to Codding or Rabbit Ridge to directly receive any funds from farming operations.

1 On December 9, 2021, Trustee sent his agent Lori Ensley to the Properties to assist with
2 securing the Properties. On that date, employees of Rabbit Ridge were working inside the San
3 Marcos Property and using winery equipment. The Rabbit Ridge employees were working in the San
4 Marcos Property at Coddington's direction.

5 Trustee contended that the actions taken by Coddington violated the Operate Order, the
6 Turnover Order, and the automatic stay of 11 U.S.C. § 362(a)(3).

7 On April 1, 2022, as Dk. No. 304, Trustee filed a motion for issuance of an order to show
8 cause re: civil contempt ("OSC Motion").

9 On July 1, 2022, as Dk. No. 350, Coddington filed an opposition to the OSC Motion.

10 On October 26, 2022, as Dk. No. 359, the Court entered an order to show cause against
11 Coddington (previously defined as "OSC"), setting an evidentiary hearing for February 16, 2023. A true
12 and correct copy of the OSC is attached to the Request for Judicial Notice ("RJN") as Exhibit "1."

13 On December 8, 2022, as Dk. No. 365, Coddington's counsel Goe Forsythe & Hodges LLP
14 ("GFH") filed a motion to withdraw as counsel ("Withdrawal Motion").

15 On January 3, 2023, as Dk. No. 373, the Court entered an order continuing the hearing on the
16 OSC to April 20, 2023.

17 On January 4, 2023, as Dk. No. 375, the Court entered an order granting the Withdrawal
18 Motion.

19 On March 20, 2023, as Dk. No. 380, the Court entered an order further continuing the
20 evidentiary hearing to May 11, 2023.

21 On May 11, 2023, the Court conducted a hearing on the OSC, and testimony of witnesses
22 was presented both in person and over ZoomGov. At the conclusion of the hearing, Trustee and
23 Coddington entered into stipulated terms to resolve the OSC, which were read into the record. The
24 Court set a continued hearing date for June 15, 2023, at 11:00 a.m.

25 On May 12, 2023, as Dk. No. 394, Trustee filed a stipulation signed by Coddington which
26 memorialized and supplemented the terms read into the record ("Contempt Stipulation"). A true and
27 correct copy of the Contempt Stipulation is attached to the RJN as Exhibit "2." The Contempt
28

1 Stipulation provided that Coddington would, *inter alia*: (1) provide a “full and complete list of any and
2 all vendors, contractors, and invoices which have not been paid in full for any work solely for
3 maintaining and harvesting grapes from the Properties from August 1, 2021 through November 1,
4 2021 (‘Operating Period’), and shall provide contact information for each vendor, contractor, and
5 invoice, and a copy of such invoice”; and (2) pay \$140,000 in compensatory sanctions to the Estate,
6 with an option to pay \$100,000 by June 1, 2023 with the remaining balance to be waived.

7 On May 16, 2023, as Dk. No. 397, FCW filed an objection to the Contempt Stipulation.

8 On May 17, 2023, Coddington sent multiple e-mail correspondences to Trustee providing
9 invoices and information regarding the outstanding unpaid contractors and services for the
10 Operating Period.

11 On May 23, 2023, as Dk. No. 401, the Court entered an order advancing the continued
12 hearing on the OSC to June 14, 2023, at 11:00 a.m. – via ZoomGov, and providing a briefing
13 schedule on FCW’s objection to the Contempt Stipulation.

14 No funds were received by Trustee by 4:59 p.m. Pacific Prevailing Time on June 1, 2023,
15 despite multiple correspondences exchanged between Coddington and Trustee regarding the details for
16 delivering payment.

17 On June 2, 2023, as Dk. No. 405, Trustee and FCW filed a stipulation to resolve FCW’s
18 objection to the Contempt Stipulation (“Objection Stipulation”). A true and correct copy of the
19 Objection Stipulation is attached to the RJN as Exhibit “3.”

20 On June 2, 2023, as Dk. No. 406, the Court entered an order approving the Contempt
21 Stipulation as modified by the Objection Stipulation (“OSC Order”). A true and correct copy of the
22 OSC Order is attached to the RJN as Exhibit “4.”

23 Trustee has not received any payments from Coddington or any other entity on his behalf to
24 date.

25 **3. Conclusion**

26 As demonstrated during testimony at the hearing on the OSC, and agreed by Coddington
27 pursuant to the Contempt Stipulation, there are sufficient facts to show that Coddington willfully
28

1 misappropriated property of the Estate and also operated a winery business on the Properties
2 without authorization from the Court – actions which violate the automatic stay of 11 U.S.C.
3 § 362(a)(3) and Coddling agreed that he would be adjudicated in civil contempt if he did not timely
4 perform all obligations under the Contempt Stipulation. While Coddling has provided information
5 on the outstanding unpaid contractors and services, which are largely in line with what Trustee was
6 previously informed about, he has not paid any damages to the Estate as of the filing of this status
7 report. The continued hearing on the OSC was originally set by the Court for June 15, 2023, but
8 was advanced to June 14, 2023 on the Court’s own motion. By the date and time of the continued
9 hearing, the deadline for Coddling to pay (if he has not already) will be approximately 12 hours after
10 the hearing. If Coddling does not pay \$140,000 by continued hearing on June 14, 2023 at 11:00 a.m.,
11 Coddling should be directed to appear in person. Trustee suggests that it will be efficient for the
12 Court to require personal appearances on the next day, on June 15, 2023 at 10:00 a.m., concurrently
13 with another hearing in the Court with personal appearances required, with Trustee as a party.
14

15 DATED: June 5, 2023

MARSHACK HAYS LLP

16 By: /s/ Tinho Mang
17 D. EDWARD HAYS
18 TINHO MANG
19 General Counsel for Chapter 7 Trustee
20 RICHARD A. MARSHACK
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REQUEST FOR JUDICIAL NOTICE

Richard A. Marshack, in his capacity as Chapter 7 Trustee ("Trustee") of the Bankruptcy Estate ("Estate") of Northern Holding, LLC, hereby requests, pursuant to Federal Rule of Evidence 201, that this Court take judicial notice of the following documents:

EXHIBIT	DESCRIPTION
1.	Order filed October 26, 2022, as Dk. No. 359, to show cause against Codding setting an evidentiary hearing for February 16, 2023.
2.	Stipulation filed May 12, 2023, as Dk. No. 394, between Trustee and Codding re: Consent to Adjudication of Civil Contempt and Reimbursement to Estate
3.	Stipulation filed June 2, 2023, as Dk. No. 405, between Trustee and Agwest Farm Credit FCLA re: Resolution of Creditors' Objection to Contempt Stipulation.
4.	Order filed June 2, 2023, as Dk. No. 406, Approving Stipulation between Trustee and Agwest Farm Credit FCLA re: Resolution of Creditors' Objection to Contempt Stipulation

DATED: June 5, 2023

MARSHACK HAYS LLP

By: /s/ Tinho Mang

D. EDWARD HAYS

TINHO MANG

General Counsel for Chapter 7 Trustee,

RICHARD A. MARSHACK

EXHIBIT 1



**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, SANTA DIVISION**

In re:
Northern Holding, LLC

Debtor(s).

Case No.: 8:20-bk-13014-SC

CHAPTER 7

**ORDER DIRECTING LEROY E. CODDING
IV, IN HIS INDIVIDUAL CAPACITY AND AS
THE MANAGER OF ANY OTHER ENTITY,
INCLUDING RABBIT RIDGE WINE SALES,
INC., TO APPEAR AND SHOW CAUSE WHY
HE SHOULD NOT BE HELD IN CONTEMPT
OR WHY A REFERRAL TO THE
DEPARTMENT OF JUSTICE FOR
BANKRPTCY CRIMES SHOULD NOT ISSUE**

OSC:
Date: February 16, 2023
Time: 9:00 a.m.
Courtroom: 5C In-person

On October 26, 2022, the Court conducted a hearing on the Application for Issuance of an Order to Show Cause re: Civil Contempt For Willful Violation of Automatic Stay and the Court's Farm Operator Order, filed April 1, 2022 [Dk. 304] (the "Application"). Appearances are as noted in the record. Having considered the Application, all related pleadings, the docket as a whole, the oral argument of counsels

1 at the hearing, and for the reasons stated on the record, the Court finds good cause to
2 order as follows:

3 The Application is **GRANTED**. LeRoy E. Coddington IV ("Mr. Coddington"), in his
4 individual capacity and as the manager of any other entity, including Rabbit Ridge Wine
5 Sales, Inc., is hereby directed to appear in-person at 9:00 a.m. on February 16, 2023, in
6 Courtroom 5C, and show cause why he should not be held in contempt for unlawfully
7 receiving money constituting cash collateral and other property of the Estate. Possible
8 contempt sanctions include the imposition of compensatory damages incurred by the
9 Estate, attorneys' fees and costs incurred by Trustee in connection with addressing Mr.
10 Coddington's conduct, disallowance of any claim for reimbursement by Mr. Coddington
11 against the Estate for services rendered or costs incurred, and or referral to the
12 Department of Justice pursuant to 18 U.S. Code §152, or any other applicable statute,
13 pertaining to potential bankruptcy crimes.

14 In connection therewith, the Court establishes the following dates and deadlines:

- 15 1. Discovery cutoff: January 15, 2023. The parties are to fully cooperate with
16 each other and follow all applicable rules.
- 17 2. Supplemental Briefs, exhibits, and witness lists – must be filed, exchanged,
18 and/or delivered 14 days in advance of the hearing as set forth in this Court's
19 Regular Procedures for Trials and Evidentiary Hearings, which is located on
20 the Court's public website.

21 All of the foregoing dates and deadlines may be extended upon stipulation or
22 written application for cause.

23 **IT IS SO ORDERED.**

24
25 Date: October 26, 2022



Scott C. Clarkson
United States Bankruptcy Judge

EXHIBIT 2

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4 Telephone: (949) 333-7777
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6 Attorneys for Chapter 7 Trustee
RICHARD A. MARSHACK

7 UNITED STATES BANKRUPTCY COURT

8 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

9
10 In re
11 NORTHERN HOLDING, LLC,
12 Debtor.

Case No. 8:20-bk-13014-SC

Chapter 7

STIPULATION BETWEEN CHAPTER 7
TRUSTEE AND LEROY E. CODDING, IV
RE: CONSENT TO ADJUDICATION OF
CIVIL CONTEMPT AND REIMBURSEMENT
TO ESTATE

Continued Hearing on OSC:

Date: June 15, 2023

Time: 11:00 a.m.

Ctrm: 5C – IN PERSON

Address: 411 W. Fourth Street, Santa Ana, CA
92701

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20 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE,
21 THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

22 This stipulation (“Stipulation”) is entered into between Richard A. Marshack, in his capacity
23 as Chapter 7 Trustee (“Trustee”) of the bankruptcy estate (“Estate”) of Northern Holding, LLC
24 (“Debtor”), and Leroy Emerson Coddington, IV (“Coddington”), an individual in his individual capacity
25 and in his capacity as the managing member of Fluid Wine Fund I, LLC, a Nevada limited liability
26 company and as chief executive officer of Rabbit Ridge Wine Sales, Inc., on the other hand. The
27 Trustee and Coddington (together, the “Parties”) stipulate to the following:
28

Recitals

A. On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter 11 of Title 11 of the United States Code, initiating the above-captioned bankruptcy case. Codding was the managing member of Debtor. Codding is also the managing member of Fluid Wine Fund I, LLC, a Nevada limited liability company (“FWF”), which is the 100% shareholder of Rabbit Ridge Wine Sales, Inc. (“Rabbit Ridge”).

B. On March 22, 2021, Farm Credit West, FCLA (“FCW”) filed a proof of claim, which was assigned claim number 4-1. FCW’s proof of claim was filed as secured claim in the amount of \$19,760,789.62. Attached to the proof of claim was a UCC-1 financing statement and continuation statements, identifying the collateral as “All now existing and after acquired goods, farm products, inventory, bulk and cased wine inventory, accounts, accounts receivable, documents, payable intangibles, chattel paper, and general intangibles, trademarks, together with all crops, growing or to be grown on that certain real property...”

C. Prior to the Conversion Date, Codding entered into an oral contract with Nevarez Farm Labor (“Nevarez”) to provide farm labor services at Debtor’s properties. Nevarez contends that the services performed at Codding’s request were not paid in full.

D. On June 15, 2021 (“Conversion Date”), the case was converted to Chapter 7. Richard A. Marshack was appointed as the Chapter 7 trustee of the converted case.

E. On August 9, 2021, as Dk. No. 184, a stipulation (“Turnover Stipulation”) signed by Trustee and Codding (on behalf of Rabbit Ridge) was filed, where Codding, on behalf of Rabbit Ridge, agreed to entry of an order for turnover of real property commonly known as 1172 San Marcos Road (“San Marcos Property”), and adjacent real property APN No. 027-145-022 (“Texas Road Property”).

F. Also on August 9, 2021, as Dk. No. 186, Trustee filed a motion to authorize operations of on Estate properties for the limited purpose of growing, cultivating, and harvesting grapes for the Fall 2021 period (“Operate Motion”). Attached to the Operate Motion was a declaration by Codding, signed by Codding, and also a farm operator agreement (“Farm Agreement”) signed by Trustee and Codding. The Farm Agreement was jointly drafted by Trustee

1 and Coddling. In connection with the Operate Motion, Trustee negotiated a stipulated agreement to
2 use cash collateral with FCW, which was read into the record at the hearing on the Operate Motion.

3 G. On August 23, 2021, as Dk. No. 196, the Court entered an order approving the
4 Turnover Stipulation ("Turnover Order").

5 H. On September 7, 2021, as Dk. No. 211, the Court entered an order approving the
6 Operate Motion and the Farm Agreement ("Operate Order"). The Operate Order provided, *inter alia*:
7 "The Trustee is authorized to operate the Debtor's business through Leroy Coddling for
8 the limited purpose of completing the Fall 2021 harvest pursuant to 11 U.S.C. § 721 to
9 the extent necessary to complete the Fall 2021 harvest, with such authorization to
10 terminate at the earliest of: (a) the completion of the fall 2021 harvest; or (b) October
11 31, 2021" and
12 "The proceeds of all agricultural products ('Crop') grown on [Estate properties] shall
13 be paid directly to the Estate and the Trustee is authorized to receive and hold all gross
14 proceeds of the sale of any Crop from the Properties to be disbursed as stated below
15 without further order of the Court."

16 I. Under the Operate Order, Coddling was authorized to operate a farming business on
17 the San Marcos Property, Texas Road Property, and a third parcel commonly known as 2380 Live
18 Oak Road, Paso Robles, CA ("Live Oak Property" and together with the other two properties, the
19 "Properties").

20 J. In September 2021, Coddling entered into an oral contract with Azcona Harvesting
21 LLC, Emerald Valley Labor, and SoMoCo Labor Supply (collectively, "Harvesters") to provide
22 farm labor at the Properties and assist with harvesting grapes.

23 K. Coddling informed Harvesters that the work should be invoiced to Fluid Wine Fund I,
24 LLC, a limited liability company owned by Coddling. Harvesters contend that their invoices have not
25 been paid.

26 L. Between August 26, 2021 and November 24, 2021, Rabbit Ridge directly received
27 funds from the sale of grapes grown on and harvested from the Properties in 2021, as follows:

Date	Customer	Amount
8/26/2021	Nicora Wine	\$20,000
8/26/2021	Nicora Wine	\$20,000
8/26/2021	Nicora Wine	\$4,000
9/10/2021	Cathartes Aura LLC dba Anarchy Wine Company	\$30,000

1	9/22/2021	Pali Wine	\$27,471.90
2	9/30/2021	Graveyard Vineyards	\$3,285
3	10/22/2021	Pali Wine	\$3,877.52
4	10/22/2021	Sycamore Ranch Vineyard & Winery LLC	\$2,250
5	10/26/2021	O'Neill Beverages Co. LLC dba O'Neill Vintners & Distillers	\$22,297.89
6	11/23/2021	Adelaida Springs Ranch/Rangeland Wines	\$7,752
7		TOTAL	\$140,931.91

8 M. The funds listed in the table above were received directly by Rabbit Ridge pursuant to
9 instructions given by Coddling. Trustee never provided any authorization to Coddling or Rabbit Ridge
10 to directly receive any funds from farming operations.

11 N. On December 9, 2021, Trustee sent his agent Lori Ensley to the Properties to assist
12 with securing the Properties. On that date, employees of Rabbit Ridge were working inside the San
13 Marcos Property and using winery equipment. The Rabbit Ridge employees were working in the San
14 Marcos Property at Coddling's direction.

15 O. Trustee contends that the actions taken by Coddling violated the Operate Order, the
16 Turnover Order, and the automatic stay of 11 U.S.C. § 362(a)(3).

17 P. On April 1, 2022, as Dk. No. 304, Trustee filed a motion for issuance of an order to
18 show cause re: civil contempt ("OSC Motion").

19 Q. On July 1, 2022, as Dk. No. 350, Coddling filed an opposition to the OSC Motion.

20 R. On October 26, 2022, as Dk. No. 359, the Court entered an order to show cause
21 against Coddling ("OSC"), setting an evidentiary hearing for February 16, 2023.

22 S. On December 8, 2022, as Dk. No. 365, Coddling's counsel Goe Forsythe & Hodges
23 LLP ("GFH") filed a motion to withdraw as counsel ("Withdrawal Motion").

24 T. On January 3, 2023, as Dk. No. 373, the Court entered an order continuing the
25 hearing on the OSC to April 20, 2023.

26 U. On January 4, 2023, as Dk. No. 375, the Court entered an order granting the
27 Withdrawal Motion.

28 V. On March 20, 2023, as Dk. No. 380, the Court entered an order further continuing the

1 evidentiary hearing to May 11, 2023.

2 W. On May 11, 2023, the Court conducted a hearing on the OSC, and testimony of
3 witnesses was presented both in person and over ZoomGov. At the conclusion of the hearing, the
4 Parties entered into stipulated terms to resolve the OSC, which were read into the record. This
5 Stipulation serves to supplement the stipulated terms stated on the record.

6 WHEREFORE, the Parties agree as follows:

7 1. Codding, in his individual capacity and in his capacity as managing member of FWF,
8 and chief executive officer of Rabbit Ridge, stipulates that Leroy E. Codding, IV, Fluid Wine Fund
9 I, LLC, and Rabbit Ridge Wine Sales, Inc. have joint and several liability for payment of \$140,000
10 to the Bankruptcy Estate of Northern Holding, LLC.

11 2. Codding, in his individual capacity and in his capacity as managing member of FWF,
12 and chief executive officer of Rabbit Ridge, waives all rights of reimbursement from the Estate, all
13 claims for a distribution of any kind from the Estate, and all claims for payment from the Estate.
14 Codding, in his individual capacity and in his capacity as managing member of FWF, and chief
15 executive officer of Rabbit Ridge, waives all claims against the Trustee and Trustee's professionals
16 of any kind. This waiver includes but is not limited to a waiver of all rights to recover any operating
17 expenses for the Properties either as an administrative expense under 11 U.S.C. § 503, a waiver of
18 all rights of reimbursement under the Farm Agreement, and a waiver of all claims for actual,
19 consequential, or punitive damages that can be asserted against the Estate for any reason.

20 3. No later than 11:59 p.m. Pacific Prevailing Time on Wednesday, May 17, 2023,
21 Codding shall provide to Trustee a full and complete list of any and all vendors, contractors, and
22 invoices which have not been paid in full for any work solely for maintaining and harvesting grapes
23 from the Properties from August 1, 2021 through November 1, 2021 ("Operating Period"), and shall
24 provide contact information for each vendor, contractor, and invoice, and a copy of such invoice.
25 Codding understands that if vendors, contractors, or invoices are included which DO NOT arise
26 from farming operations for the Operating Period (but are instead for, e.g., wine processing,
27 marketing, or handling of non-Estate property), this may serve as the basis for a separate contempt
28 proceeding. No later than May 22, 2023, Trustee shall file a declaration regarding Codding's

1 compliance with this paragraph. If Coddington has not provided a list of vendors, contractors, and
2 invoices, the Court shall enter an order adjudicating Coddington in civil contempt and consider the
3 imposition of appropriate compensatory and coercive sanctions, including the award of
4 compensatory damages including reasonable attorneys' fees, or civil incarceration to coerce Coddington
5 to comply with the Court's orders.

6 4. If \$100,000 is received by the Estate on behalf of Coddington, FWF, or Rabbit Ridge by
7 11:59 p.m. Pacific Prevailing Time on June 1, 2023, either in the form of certified funds or verified
8 funds, the remaining balance owed to the Estate shall be waived.

9 5. If \$140,000 is not received by the Estate by 11:59 p.m. Pacific Prevailing Time on
10 June 14, 2023, either in the form of certified funds or verified funds, the Court shall enter an order
11 adjudicating Coddington in civil contempt and consider the imposition of appropriate compensatory and
12 coercive sanctions, including the award of compensatory damages including reasonable attorneys'
13 fees, or civil incarceration to coerce Coddington to comply with the Court's orders.

14 6. If payment pursuant to paragraphs 4-5 is not timely made by June 15, 2023, or if there
15 is a material default in this Stipulation, Coddington agrees that Trustee may lodge a judgment to aid in
16 enforcement of any unpaid funds or unperformed obligation owed under this Stipulation, under
17 terms consistent with this Stipulation.

18 7. Of the funds paid to the Estate, \$40,000 shall be allocated to payment of Trustee's
19 attorneys' fees for the prosecution of the contempt proceeding, and no lien of any kind shall attach to
20 such portion of the funds, including the liens of FCW. The remainder of the funds paid under this
21 Stipulation shall be allocated to grape sale proceeds which are currently held in a segregated account
22 by Trustee. All funds shall be held by Trustee pending further order of the Court.

23 8. Unless otherwise ordered by the Court, the Parties shall appear in person on June 15,
24 2023, at 11:00 a.m., for a continued hearing on the OSC and to advise the Court regarding the status
25 of the obligations under this Stipulation. Trustee shall not be required to attend in person unless
26 ordered by the Court, but may appear through counsel.

27 9. The Parties consent to the entry of an order approving this Stipulation in substantially
28 the form of the order attached hereto as Exhibit "1."


10. This Stipulation contains the entire agreement of the Parties. In the event of any inconsistency between an order of the Court and this Stipulation, the Court's order shall control.

Time is of the essence for the terms of this Stipulation.

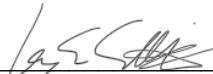
11. Prior to signing this Stipulation, Coddington represents that he has read every provision of this Stipulation and been given an opportunity to review, revise, and modify any portion of this Stipulation with which he has a dispute. Prior to signing this Stipulation, Coddington has been informed of his right to seek the advice of independent counsel and has been provided an opportunity to seek the advice of counsel.

12. This Stipulation may be executed in one or more counterparts and facsimile or electronic signatures may be used in filing this document with the Court.

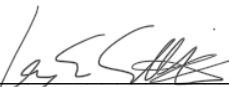
Dated: May 12, 2023

By: 
RICHARD A. MARSHACK
Chapter 7 Trustee

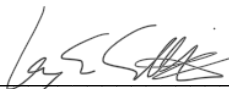
Dated: May 12, 2023

By: 
LEROY E. CODDINGTON, IV
individually

Dated: May 12, 2023

By: 
LEROY E. CODDINGTON, IV
Managing Member for
FLUID WINE FUND I, LLC

Dated: May 12, 2023

By: 
LEROY E. CODDINGTON, IV
Chief Executive Officer for
RABBIT RIDGE WINE SALES, INC.

Presented by:

MARSHACK HAYS LLP

Dated: May 12, 2023

By: /s/ Tinh Mang
D. EDWARD HAYS
TINH MANG
Attorneys for Chapter 7 Trustee
RICHARD A. MARSHACK

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Main Document Page 19 of 43

Case 8:20-bk-13014-SC Doc 394 Filed 05/12/23 Entered 05/12/23 19:47:45 Desc
Main Document Page 8 of 13

EXHIBIT “1”

1 D. EDWARD HAYS, #162507
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6 Attorneys for Chapter 7 Trustee
RICHARD A. MARSHACK

7 UNITED STATES BANKRUPTCY COURT
8 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION
9

10 In re

11 NORTHERN HOLDING, LLC,

12 Debtor.
13
14
15

Case No. 8:20-bk-13014-SC

Chapter 7

ORDER APPROVING STIPULATION
BETWEEN CHAPTER 7 TRUSTEE AND
LEROY E. CODDING, IV RE: CONSENT TO
ADJUDICATION OF CIVIL CONTEMPT
AND REIMBURSEMENT TO ESTATE

Continued Hearing on OSC:

Date: June 15, 2023

Time: 11:00 a.m.

Ctrm: 5C – IN PERSON

Address: 411 W. Fourth Street, Santa Ana, CA
92701

20 On May 11, 2023, the Court conducted an in-person evidentiary hearing on the matter of the
21 Order to Show Cause entered on October 26, 2022, as Docket No. 359 (“OSC”). Tinho Mang of
22 Marshack Hays LLP appeared on behalf of the Chapter 7 Trustee and moving party, Richard A.
23 Marshack (“Trustee”), who was also present. Respondent Leroy E. Coddington, IV (“Respondent”)
24 appeared *in pro per*. Respondent presented an oral motion for an emergency continuance of the
25 hearing, which was denied. The Court heard opening statements of the parties and witnesses were
26 called and examined by Trustee. At the conclusion of the day’s proceedings, the Court indicated that
27 it was inclined to continue the matter for further testimonial evidence. Prior to the hearing being
28 adjourned, Trustee and Respondent stated terms in principle for an agreement to resolve the OSC.

1 The hearing was continued to June 15, 2023, at 11:00 a.m.

2 The Court has reviewed the stipulation ("Stipulation") entered into between Richard A.
3 Marshack, in his capacity as Chapter 7 Trustee of the bankruptcy estate ("Estate") of Northern
4 Holding, LLC ("Debtor"), and Leroy Emerson Coddington, IV ("Coddington"), an individual in his
5 individual capacity and in his capacity as the managing member of Fluid Wine Fund I, LLC, a
6 Nevada limited liability company and as chief executive officer of Rabbit Ridge Wine Sales, Inc., on
7 the other hand, filed on May __, 2023, as Docket No. __.

8 Good cause appearing, the Court enters its order as follows:

9 IT IS ORDERED:

10 1. The Stipulation is approved.

11 2. Leroy E. Coddington, IV, Fluid Wine Fund I, LLC ("FWF"), and Rabbit Ridge Wine
12 Sales, Inc. ("Rabbit Ridge") have joint and several liability for payment of \$140,000 to the
13 Bankruptcy Estate of Northern Holding, LLC.

14 3. Coddington shall have no claim of any kind against the Estate, the Trustee, and/or
15 Trustee's professionals and agents.

16 4. FWF shall have no claim of any kind against the Estate, the Trustee, and/or Trustee's
17 professionals and agents.

18 5. Rabbit Ridge shall have no claim of any kind against the Estate, the Trustee, and/or
19 Trustee's professionals and agents.

20 6. By May 17, 2023, at 11:59 p.m. Pacific Prevailing Time, Coddington shall provide to
21 Trustee a full and complete list of any and all vendors, contractors, and invoices which have not
22 been paid in full for any work solely for maintaining and harvesting grapes from the Properties from
23 August 1, 2021 through November 1, 2021 ("Operating Period"), and shall provide contact
24 information for each vendor, contractor, and invoice, and a copy of such invoice. If vendors,
25 contractors, or invoices are included which DO NOT arise from farming operations for the
26 Operating Period (but are instead for, e.g., wine processing, marketing, or handling of non-Estate
27 property), this may serve as the basis for a separate contempt proceeding. No later than May 22,
28 2023, Trustee shall file a declaration regarding Coddington's compliance with this paragraph. If

1 Coddington has not provided a list of vendors, contractors, and invoices, the Court shall enter an order
2 adjudicating Coddington in civil contempt and consider the imposition of appropriate compensatory and
3 coercive sanctions, including the award of compensatory damages including reasonable attorneys'
4 fees, or civil incarceration to coerce Coddington to comply with the Court's orders.

5 7. If \$100,000 is received by the Estate on behalf of Coddington, FWF, or Rabbit Ridge by
6 11:59 p.m. Pacific Prevailing Time on June 1, 2023, either in the form of certified funds or verified
7 funds, the remaining balance owed to the Estate shall be waived.

8 8. If \$140,000 is not received by the Estate by 11:59 p.m. Pacific Prevailing Time on
9 June 14, 2023, either in the form of certified funds or verified funds, the Court shall enter an order
10 adjudicating Coddington in civil contempt and consider the imposition of appropriate compensatory and
11 coercive sanctions, including the award of compensatory damages including reasonable attorneys'
12 fees, or civil incarceration to coerce Coddington to comply with the Court's orders.

13 9. If payment is not timely made by June 15, 2023, or if there is a material default in the
14 Stipulation, Trustee may lodge a judgment to aid in enforcement of any unpaid funds or
15 unperformed obligation owed under this Stipulation, under terms consistent with this Order.

16 10. Of the funds paid to the Estate, \$40,000 shall be allocated to payment of Trustee's
17 attorneys' fees for the prosecution of the contempt proceeding, and no lien of any kind shall attach to
18 such portion of the funds, including the liens of FCW. The remainder of the funds paid under this
19 Stipulation shall be allocated to grape sale proceeds which are currently held in a segregated account
20 by Trustee.

21 11. The Parties shall appear in person on June 15, 2023, at 11:00 a.m., for a continued
22 hearing on the OSC and to advise the Court regarding the status of the obligations under this
23 Stipulation. Trustee shall not be required to attend in person unless ordered by the Court, but may
24 appear through counsel.

25
26 #####
27
28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **STIPULATION BETWEEN CHAPTER 7 TRUSTEE AND LEROY E. CODDING, IV RE: CONSENT TO ADJUDICATION OF CIVIL CONTEMPT AND REIMBURSEMENT TO ESTATE** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **May 12, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On **May 12, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR

NORTHERN HOLDING, LLC
ATTN: OFFICER, A MANAGING OR GENERAL
AGENT, OR TO ANY OTHER AGENT
AUTHORIZED BY APPOINTMENT OR LAW TO
RECEIVE SERVICE
13217 JAMBOREE RD #429
TUSTIN, CA 92782

INTERESTED PARTY

LEE CODDING
13217 JAMBOREE ROAD,
#429
TUSTIN, CA 92782

**SECURED CREDITOR / PROOF
OF CLAIM 4-1 ADDRESS**

FARM CREDIT WEST, FCLA
FRANDZEL ROBINS BLOOM &
CSATO, L.C.
ATTENTION: MICHAEL GOMEZ
1000 WILSHIRE BOULEVARD,
19TH FLOOR
LOS ANGELES, CA 90017

**SECURED CREDITOR / PROOF OF
CLAIM 4-1 ADDRESS**

FARM CREDIT WEST, FCLA
ATTENTION: KEVIN E. RALPH
3755 ATHERTON DRIVE
ROCKLIN, CA 95765

SECURED CREDITOR

FARM CREDIT WEST
ATTN: OFFICER, A
MANAGING OR GENERAL
AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
3755 ATHERTON RD
11707 FAIR OAKS BLVD
ROCKLIN, CA 95765

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL**: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **May 12, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY:

PRESIDING JUDGE'S COPY

HONORABLE SCOTT C. CLARKSON
US BANKRUPTCY COURT
411 WEST FOURTH STREET, SUITE 5-097
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 12, 2023

Cynthia Bastida

Date

Printed Name

/s/ Cynthia Bastida

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **William H Brownstein** Brownsteinlaw.bill@gmail.com
- **Steve Burnell** Steve.Burnell@gmlaw.com, sburnell@ecf.courtdrive.com; sburnell@ecf.inforuptcy.com; cheryl.caldwell@gmlaw.com; denise.walker@gmlaw.com
- **ATTORNEY FOR INTERESTED PARTY LEE CODDING: Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov
- **Michael J Gomez** mgomez@frandzel.com, dmoore@frandzel.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Kari L Ley** Ley1238@att.net
- **Tinho Mang** tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **Richard A Marshack (TR)** pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **Elissa Miller** elissa.miller@gmlaw.com, emillersk@ecf.courtdrive.com; cheryl.caldwell@gmlaw.com
- **Roksana D. Moradi-Brovia** Roksana@rhmfirm.com, matt@rhmfirm.com; rosario@rhmfirm.com; sloan@rhmfirm.com; priscilla@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; russ@rhmfirm.com
- **Paul F Ready** becky@farmerandready.com
- **Matthew D. Resnik** Matt@rhmfirm.com, roksana@rhmfirm.com; rosario@rhmfirm.com; sloan@rhmfirm.com; priscilla@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; russ@rhmfirm.com
- **Victor A Sahn** victor.sahn@gmlaw.com, vsahn@ecf.courtdrive.com; pdillamar@ecf.courtdrive.com; patricia.dillamar@gmlaw.com; Karen.Files@gmlaw.com
- **Kristine A Thagard** kthagard@marshackhays.com, kthagard@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov
- **Reed S Waddell** rwaddell@frandzel.com, sking@frandzel.com
- **Gerrick Warrington** gwarrington@frandzel.com, achase@frandzel.com
- **David Wood** dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

4870-6853-1548

EXHIBIT 3

1 D. EDWARD HAYS, #162507
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3 MARSHACK HAYS LLP
870 Roosevelt Avenue
Irvine, California 92620
4 Telephone: (949) 333-7777
5 Facsimile: (949) 333-7778

6 Attorneys for Chapter 7 Trustee
RICHARD A. MARSHACK

7 UNITED STATES BANKRUPTCY COURT

8 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

9
10 In re

Case No. 8:20-bk-13014-SC

11 NORTHERN HOLDING, LLC,

Chapter 7

12 Debtor.

13 STIPULATION BETWEEN CHAPTER 7
14 TRUSTEE AND AGWEST FARM CREDIT,
FCLA RE: RESOLUTION OF CREDITOR'S
15 OBJECTION TO CONTEMPT
STIPULATION

16 Continued Hearing on OSC:

17 Date: June 14, 2023 (advanced)

18 Time: 11:00 a.m.

19 Ctrm: 5C – Via ZoomGov

20 Address: 411 W. Fourth Street, Santa Ana, CA
21 92701

1 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE,
2 THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

3 This stipulation (“Stipulation”) is entered into between Richard A. Marshack, in his capacity
4 as Chapter 7 Trustee (“Trustee”) of the bankruptcy estate (“Estate”) of Northern Holding, LLC
5 (“Debtor”), and AgWest Farm Credit, FLCA (“FCW”)¹ (together, the “Parties”), regarding the
6 following:

7 **Recitals**

8 A. On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter
9 11 of Title 11 of the United States Code, initiating the above-captioned bankruptcy case.

10 B. On March 22, 2021, FCW filed a proof of claim. FCW is the largest creditor of the
11 Estate.

12 C. On June 15, 2021 (“Conversion Date”), the case was converted to Chapter 7. Richard
13 A. Marshack was appointed as the Chapter 7 trustee of the converted case.

14 D. On April 1, 2022, as Dk. No. 304, Trustee filed a motion for issuance of an order to
15 show cause re: civil contempt (“OSC Motion”). The OSC Motion was directed to the former
16 managing member of the Debtor and farm operator, Leroy Codding (“Codding”). In the OSC
17 Motion, Trustee alleged that Codding misappropriated funds of the Estate (including funds derived
18 from the sale of FCW’s collateral).

19 E. On October 26, 2022, as Dk. No. 359, the Court entered an order to show cause
20 against Codding (“OSC”), setting an evidentiary hearing for February 16, 2023.

21 F. On May 11, 2023, the Court conducted a hearing on the OSC, and testimony of
22 witnesses was presented both in person and over ZoomGov. At the conclusion of the hearing, the
23 Parties entered into stipulated terms to resolve the OSC, which were read into the record.

24 G. On May 12, 2023, as Dk. No. 394, Trustee filed a stipulation signed by Codding
25 (“Contempt Stipulation”). The Contempt Stipulation included a provision regarding the partial
26 allocation of payments from Codding. *See* Contempt Stipulation ¶ 7. Trustee also filed a notice of
27

28 ¹ AgWest Farm Credit, FLCA is the successor to Farm Credit West, FLCA, referred to as “FCW” in
the Stipulation and the Order.

lodgment with a proposed order granting the Contempt Stipulation (“Proposed Order”). Dk. No. 395.

H. On May 16, 2023, as Dk. No. 397, FCW filed an objection (“Objection”) to the Contempt Stipulation regarding paragraph 7 of the Contempt Stipulation, and paragraph 10 of Trustee’s lodged order approving the Contempt Stipulation.

I. Immediately after the filing of the Objection, Trustee and FCW drafted and were in the process of revising a stipulation to resolve the Objection. A signature version of the stipulation was circulated on May 19, 2023.

J. On May 23, 2023, as Dk. No. 401, the Court entered an order requiring the parties to submit a joint stipulation addressing the outstanding issues (“May 23rd Order”).

K. This Stipulation fully resolves the Objection by FCW, which Objection is referenced in the May 23rd Order. This Stipulation, therefore, is intended to obviate the need for a hearing on the Objection by FCW or any joint stipulation addressing the parties’ respective contentions.

L. The Parties, therefore, request that the Court approve this Stipulation and thereby (a) vacate the hearing on the Objection by FCW, (b) vacate the requirement that the Parties prepare and file a joint statement, and (c) excuse FCW from appearing at the June 14, 2023, OSC.

M. By close of business on June 1, 2023, Codding did not tender any payment to Trustee.

N. It is unknown at this time whether Codding will pay any amounts, and therefore the issue of whether such potential future payments might constitute FCW collateral proceeds or not is not yet ripe. Indeed, if Codding makes no payments, the Parties believe the potential dispute between the Trustee and FCW over this issue will be moot. And if Codding does make payments as required, then, but only then, will the issue of whether such payments constitute FCW collateral be ripe. And, in that case, the Parties will want to explore the possibility of consensual resolution without unnecessarily incurring fees or costs.

O. Based on the foregoing, the Parties request that the Court approve this Stipulation and thereby (a) vacate the June 14, 2023, hearing, at least with respect to the Objection by FCW which is being resolved by this Stipulation, (b) vacate the requirement that the Parties prepare and file a joint statement, and (c) excuse FCW from appearing at the June 14, 2023, OSC.

STIPULATION

WHEREFORE, the Parties agree as follows:

1. The Trustee hereby withdraws the Proposed Order.
2. The Parties consent to entry of the form of order attached as **Exhibit 1**.
3. The June 14, 2023, hearing on FCW's Objection is VACATED.
4. The requirement that the Parties file a joint statement is VACATED.
5. FCW is excused from, but not excluded from, appearing at the June 14, 2023, OSC.
6. This Stipulation may be executed in one or more counterparts and facsimile or electronic signatures may be used in filing this document with the Court.

SO STIPULATED.

Dated: June 1, 2023

MARSHACK HAYS LLP

By: /s/ Tinho Mang

D. EDWARD HAYS
TINHO MANG
Attorneys for Chapter 7 Trustee
RICHARD A. MARSHACK

Dated: June 1, 2023

FRANDZEL ROBINS BLOOM & CSATO, L.C.

By: 

MICHAEL GOMEZ
GERRICK WARRINGTON
Attorneys for Creditor
AGWEST FARM CREDIT, FLCA

Case 8:20-bk-13014-SC Doc 408 Filed 06/06/23 Entered 06/06/23 10:11:07 Desc
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Case 8:20-bk-13014-SC Doc 405 Filed 06/02/23 Entered 06/02/23 10:00:08 Desc
Main Document Page 5 of 11

EXHIBIT 1

EXHIBIT 3, PAGE 27

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6 Attorneys for Chapter 7 Trustee
RICHARD A. MARSHACK

7 UNITED STATES BANKRUPTCY COURT

8 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

9
10 In re
11 NORTHERN HOLDING, LLC,
12 Debtor.

Case No. 8:20-bk-13014-SC

Chapter 7

ORDER APPROVING STIPULATION
BETWEEN CHAPTER 7 TRUSTEE AND
AGWEST FARM CREDIT, FCLA RE:
RESOLUTION OF CREDITOR'S OBJECTION
TO CONTEMPT STIPULATION

Continued Hearing on OSC:

16 Date: June 14, 2023
17 Time: 11:00 a.m.
18 Ctrm: 5C – Via ZoomGov
19 Address: 411 W. Fourth Street, Santa Ana, CA
92701

20 On May 11, 2023, the Court conducted an in-person evidentiary hearing on the matter of the
21 Order to Show Cause entered on October 26, 2022, as Docket No. 359 (“OSC”). Tinho Mang of
22 Marshack Hays LLP appeared on behalf of the Chapter 7 Trustee and moving party, Richard A.
23 Marshack (“Trustee”), who was also present. Respondent Leroy E. Coddington, IV (“Respondent”)
24 appeared in pro per. Respondent presented an oral motion for an emergency continuance of the
25 hearing, which was denied. The Court heard opening statements of the parties and witnesses were
26 called and examined by Trustee. At the conclusion of the day’s proceedings, the Court indicated that
27 it was inclined to continue the matter for further testimonial evidence. Prior to the hearing being
28 adjourned, Trustee and Respondent stated terms in principle for an agreement to resolve the OSC.

1 The hearing was continued to June 15, 2023, at 11:00 a.m.

2 The Court has reviewed the stipulation ("Stipulation") entered into between Richard A.
3 Marshack, in his capacity as Chapter 7 Trustee of the bankruptcy estate ("Estate") of Northern
4 Holding, LLC ("Debtor"), and Leroy Emerson Coddington, IV ("Coddington"), an individual in his
5 individual capacity and in his capacity as the managing member of Fluid Wine Fund I, LLC, a
6 Nevada limited liability company and as chief executive officer of Rabbit Ridge Wine Sales, Inc., on
7 the other hand, filed on May 12, 2023, as Docket No. 394.

8 The Court has also reviewed the *Stipulation Between Chapter 7 Trustee And Agwest Farm*
9 *Credit, FCLA Re: Resolution Of Creditor's Objection To Contempt Stipulation* (Docket No. 401)
10 ("FCW Stipulation" and together with the Stipulation, the "Stipulations").

11 Good cause appearing, the Court enters its order as follows:

12 IT IS ORDERED:

13 1. The Stipulations are APPROVED and incorporated herein, except for paragraph 7 of
14 the Stipulation (Docket No. 394), which is hereby STRICKEN in its entirety and not incorporated
15 into this order or approved.

16 2. The Court hereby retains jurisdiction to interpret and enforce the Stipulations and this
17 Order approving them.

18 3. Leroy E. Coddington, IV, Fluid Wine Fund I, LLC ("FWF"), and Rabbit Ridge Wine
19 Sales, Inc. ("Rabbit Ridge") have joint and several liability for payment of \$140,000 to the
20 Bankruptcy Estate of Northern Holding, LLC.

21 4. Coddington shall have no claim of any kind against the Estate, the Trustee, and/or
22 Trustee's professionals and agents.

23 5. FWF shall have no claim of any kind against the Estate, the Trustee, and/or Trustee's
24 professionals and agents.

25 6. Rabbit Ridge shall have no claim of any kind against the Estate, the Trustee, and/or
26 Trustee's professionals and agents.

27 7. By May 17, 2023, at 11:59 p.m. Pacific Prevailing Time, Coddington shall provide to
28 Trustee a full and complete list of any and all vendors, contractors, and invoices which have not

1 been paid in full for any work solely for maintaining and harvesting grapes from the Properties from
2 August 1, 2021 through November 1, 2021 (“Operating Period”), and shall provide contact
3 information for each vendor, contractor, and invoice, and a copy of such invoice. If vendors,
4 contractors, or invoices are included which DO NOT arise from farming operations for the
5 Operating Period (but are instead for, e.g., wine processing, marketing, or handling of non-Estate
6 property), this may serve as the basis for a separate contempt proceeding. If Codding has not
7 provided a list of vendors, contractors, and invoices, the Court shall enter an order adjudicating
8 Codding in civil contempt and consider the imposition of appropriate compensatory and coercive
9 sanctions, including the award of compensatory damages including reasonable attorneys’ fees, or
10 civil incarceration to coerce Codding to comply with the Court’s orders.

11 8. If \$100,000 is received by the Estate on behalf of Codding, FWF, or Rabbit Ridge by
12 11:59 p.m. Pacific Prevailing Time on June 1, 2023, either in the form of certified funds or verified
13 funds, the remaining balance owed to the Estate shall be waived.

14 9. If \$140,000 is not received by the Estate by 11:59 p.m. Pacific Prevailing Time on
15 June 14, 2023, either in the form of certified funds or verified funds, the Court shall enter an order
16 adjudicating Codding in civil contempt and consider the imposition of appropriate compensatory and
17 coercive sanctions, including the award of compensatory damages including reasonable attorneys’
18 fees, or civil incarceration to coerce Codding to comply with the Court’s orders.

19 10. If payment is not timely made by June 15, 2023, or if there is a material default in the
20 Stipulation, Trustee may lodge a judgment to aid in enforcement of any unpaid funds or
21 unperformed obligation owed under this Stipulation, under terms consistent with this Order.

22 11. The funds received by Trustee from Codding shall be received and deposited by
23 Trustee, to be held pending further order of the Court.

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25 ///

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1 12. Trustee and Respondent shall appear via ZoomGov on June 14, 2023, at 11:00 a.m.,
2 for a continued hearing on the OSC and to advise the Court regarding the status of the obligations
3 under this Stipulation. FCW is not required to attend such hearing.

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **STIPULATION BETWEEN CHAPTER 7 TRUSTEE AND AGWEST FARM CREDIT, FCLA RE: RESOLUTION OF CREDITOR'S OBJECTION TO CONTEMPT STIPULATION** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **June 2, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:** On **June 2, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR

NORTHERN HOLDING, LLC
ATTN: OFFICER, A MANAGING OR GENERAL
AGENT, OR TO ANY OTHER AGENT
AUTHORIZED BY APPOINTMENT OR LAW TO
RECEIVE SERVICE
13217 JAMBOREE RD #429
TUSTIN, CA 92782

INTERESTED PARTY

LEE CODDING
13217 JAMBOREE ROAD,
#429
TUSTIN, CA 92782

**SECURED CREDITOR / PROOF
OF CLAIM 4-1 ADDRESS**

FARM CREDIT WEST, FCLA
FRANDZEL ROBINS BLOOM &
CSATO, L.C.
ATTENTION: MICHAEL GOMEZ
1000 WILSHIRE BOULEVARD,
19TH FLOOR
LOS ANGELES, CA 90017

**SECURED CREDITOR / PROOF OF
CLAIM 4-1 ADDRESS**

FARM CREDIT WEST, FCLA
ATTENTION: KEVIN E. RALPH
3755 ATHERTON DRIVE
ROCKLIN, CA 95765

SECURED CREDITOR

FARM CREDIT WEST
ATTN: OFFICER, A
MANAGING OR GENERAL
AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
3755 ATHERTON RD
11707 FAIR OAKS BLVD
ROCKLIN, CA 95765

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **June 2, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY:

PRESIDING JUDGE'S COPY

HONORABLE SCOTT C. CLARKSON
US BANKRUPTCY COURT
411 WEST FOURTH STREET, SUITE 5-097
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 2, 2023

Layla Buchanan

/s/ Layla Buchanan

Date

Printed Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **William H Brownstein** Brownsteinlaw.bill@gmail.com
- **Steve Burnell** Steve.Burnell@gmlaw.com, sburnell@ecf.courtdrive.com; sburnell@ecf.inforuptcy.com; cheryl.caldwell@gmlaw.com; denise.walker@gmlaw.com
- **ATTORNEY FOR INTERESTED PARTY LEE CODDING: Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov
- **Michael J Gomez** mgomez@frandzel.com, dmoore@frandzel.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Kari L Ley** Ley1238@att.net
- **Tinho Mang** tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **Richard A Marshack (TR)** pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **Elissa Miller** elissa.miller@gmlaw.com, emillersk@ecf.courtdrive.com; cheryl.caldwell@gmlaw.com
- **Roksana D. Moradi-Brovia** Roksana@rhmfirm.com, matt@rhmfirm.com; rosario@rhmfirm.com; sloan@rhmfirm.com; priscilla@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; russ@rhmfirm.com
- **Paul F Ready** becky@farmerandready.com
- **Matthew D. Resnik** Matt@rhmfirm.com, roksana@rhmfirm.com; rosario@rhmfirm.com; sloan@rhmfirm.com; priscilla@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; russ@rhmfirm.com
- **Victor A Sahn** victor.sahn@gmlaw.com, vsahn@ecf.courtdrive.com; pdillamar@ecf.courtdrive.com; patricia.dillamar@gmlaw.com; Karen.Files@gmlaw.com
- **Kristine A Thagard** kthagard@marshackhays.com, kthagard@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov
- **Reed S Waddell** rwaddell@frandzel.com, sking@frandzel.com
- **Gerrick Warrington** gwarrington@frandzel.com, achase@frandzel.com
- **David Wood** dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

4870-6853-1548

EXHIBIT 4

1 D. EDWARD HAYS, #162507
ehays@marshackhays.com
2 TINHO MANG, #322146
tmang@marshackhays.com
3 MARSHACK HAYS LLP
870 Roosevelt Avenue
Irvine, California 92620
4 Telephone: (949) 333-7777
5 Facsimile: (949) 333-7778

6 Attorneys for Chapter 7 Trustee
RICHARD A. MARSHACK

FILED & ENTERED

JUN 02 2023

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY bolte DEPUTY CLERK

7 UNITED STATES BANKRUPTCY COURT

8 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

9 In re

Case No. 8:20-bk-13014-SC

10 NORTHERN HOLDING, LLC,

Chapter 7

11 Debtor.

12 ORDER APPROVING STIPULATION
13 BETWEEN CHAPTER 7 TRUSTEE AND
14 AGWEST FARM CREDIT, FCLA RE:
TO CONTEMPT STIPULATION

15 Continued Hearing on OSC:

16 Date: June 14, 2023

17 Time: 11:00 a.m.

18 Ctrm: 5C – Via ZoomGov

19 Address: 411 W. Fourth Street, Santa Ana, CA
92701

20 On May 11, 2023, the Court conducted an in-person evidentiary hearing on the matter of the
21 Order to Show Cause entered on October 26, 2022, as Docket No. 359 (“OSC”). Tinho Mang of
22 Marshack Hays LLP appeared on behalf of the Chapter 7 Trustee and moving party, Richard A.
23 Marshack (“Trustee”), who was also present. Respondent Leroy E. Coddington, IV (“Respondent”)
24 appeared in pro per. Respondent presented an oral motion for an emergency continuance of the
25 hearing, which was denied. The Court heard opening statements of the parties and witnesses were
26 called and examined by Trustee. At the conclusion of the day’s proceedings, the Court indicated that
27 it was inclined to continue the matter for further testimonial evidence. Prior to the hearing being
28 adjourned, Trustee and Respondent stated terms in principle for an agreement to resolve the OSC.

1 The hearing was continued to June 15, 2023, at 11:00 a.m.

2 The Court has reviewed the stipulation (“Stipulation”) entered into between Richard A.
3 Marshack, in his capacity as Chapter 7 Trustee of the bankruptcy estate (“Estate”) of Northern
4 Holding, LLC (“Debtor”), and Leroy Emerson Coddington, IV (“Coddington”), an individual in his
5 individual capacity and in his capacity as the managing member of Fluid Wine Fund I, LLC, a
6 Nevada limited liability company and as chief executive officer of Rabbit Ridge Wine Sales, Inc., on
7 the other hand, filed on May 12, 2023, as Docket No. 394.

8 The Court has also reviewed the *Stipulation Between Chapter 7 Trustee And Agwest Farm*
9 *Credit, FCLA Re: Resolution Of Creditor’s Objection To Contempt Stipulation* (Docket No. 405)
10 (“FCW Stipulation” and together with the Stipulation, the “Stipulations”).

11 Good cause appearing, the Court enters its order as follows:

12 IT IS ORDERED:

13 1. The Stipulations are APPROVED and incorporated herein, except for paragraph 7 of
14 the Stipulation (Docket No. 394), which is hereby STRICKEN in its entirety and not incorporated
15 into this order or approved.

16 2. The Court hereby retains jurisdiction to interpret and enforce the Stipulations and this
17 Order approving them.

18 3. Leroy E. Coddington, IV, Fluid Wine Fund I, LLC (“FWF”), and Rabbit Ridge Wine
19 Sales, Inc. (“Rabbit Ridge”) have joint and several liability for payment of \$140,000 to the
20 Bankruptcy Estate of Northern Holding, LLC.

21 4. Coddington shall have no claim of any kind against the Estate, the Trustee, and/or
22 Trustee’s professionals and agents.

23 5. FWF shall have no claim of any kind against the Estate, the Trustee, and/or Trustee’s
24 professionals and agents.

25 6. Rabbit Ridge shall have no claim of any kind against the Estate, the Trustee, and/or
26 Trustee’s professionals and agents.

27 7. By May 17, 2023, at 11:59 p.m. Pacific Prevailing Time, Coddington shall provide to
28 Trustee a full and complete list of any and all vendors, contractors, and invoices which have not

1 been paid in full for any work solely for maintaining and harvesting grapes from the Properties from
2 August 1, 2021 through November 1, 2021 (“Operating Period”), and shall provide contact
3 information for each vendor, contractor, and invoice, and a copy of such invoice. If vendors,
4 contractors, or invoices are included which DO NOT arise from farming operations for the
5 Operating Period (but are instead for, e.g., wine processing, marketing, or handling of non-Estate
6 property), this may serve as the basis for a separate contempt proceeding. If Codding has not
7 provided a list of vendors, contractors, and invoices, the Court shall enter an order adjudicating
8 Codding in civil contempt and consider the imposition of appropriate compensatory and coercive
9 sanctions, including the award of compensatory damages including reasonable attorneys’ fees, or
10 civil incarceration to coerce Codding to comply with the Court’s orders.

11 8. If \$100,000 is received by the Estate on behalf of Codding, FWF, or Rabbit Ridge by
12 11:59 p.m. Pacific Prevailing Time on June 1, 2023, either in the form of certified funds or verified
13 funds, the remaining balance owed to the Estate shall be waived.

14 9. If \$140,000 is not received by the Estate by 11:59 p.m. Pacific Prevailing Time on
15 June 14, 2023, either in the form of certified funds or verified funds, the Court shall enter an order
16 adjudicating Codding in civil contempt and consider the imposition of appropriate compensatory and
17 coercive sanctions, including the award of compensatory damages including reasonable attorneys’
18 fees, or civil incarceration to coerce Codding to comply with the Court’s orders.

19 10. If payment is not timely made by June 15, 2023, or if there is a material default in the
20 Stipulation, Trustee may lodge a judgment to aid in enforcement of any unpaid funds or
21 unperformed obligation owed under this Stipulation, under terms consistent with this Order.

22 11. The funds received by Trustee from Codding shall be received and deposited by
23 Trustee, to be held pending further order of the Court.

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1 12. Trustee and Respondent shall appear via ZoomGov on June 14, 2023, at 11:00 a.m.,
2 for a continued hearing on the OSC and to advise the Court regarding the status of the obligations
3 under this Stipulation. FCW is not required to attend such hearing.

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23 Date: June 2, 2023


Scott C. Clarkson
United States Bankruptcy Judge

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: CHAPTER 7 TRUSTEE'S STATUS REPORT REGARDING ONGOING CIVIL CONTEMPT PROCEEDINGS

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

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INTERESTED PARTY

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OF CLAIM 4-1 ADDRESS**

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CSATO, L.C.
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SECURED CREDITOR

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PRESIDING JUDGE'S COPY

HONORABLE SCOTT C. CLARKSON
US BANKRUPTCY COURT
411 WEST FOURTH STREET, SUITE 5-097
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 6, 2023

Layla Buchanan

/s/ Layla Buchanan

Date

Printed Name

Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **William H Brownstein** Brownsteinlaw.bill@gmail.com
- **Steve Burnell** Steve.Burnell@gmlaw.com,
sburnell@ecf.courtdrive.com;sburnell@ecf.inforuptcy.com;cheryl.caldwell@gmlaw.com;denise.walker@gmlaw.com
- **ATTORNEY FOR INTERESTED PARTY LEE CODDING: Robert P Goe** kmurphy@goeforlaw.com,
rgoe@goeforlaw.com;goeforecf@gmail.com
- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov
- **Michael J Gomez** mgomez@frandzel.com, dmoore@frandzel.com
- **D Edward Hays** ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.court
drive.com
- **Kari L Ley** Ley1238@att.net
- **Tinho Mang** tmang@marshackhays.com,
tmang@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@ecf.courtdrive.com
- **Richard A Marshack (TR)** pkraus@marshackhays.com,
rmarshack@iq7technology.com;ecf.alert+Marshack@titledexi.com
- **Elissa Miller** elissa.miller@gmlaw.com, emillersk@ecf.courtdrive.com;cheryl.caldwell@gmlaw.com
- **Roksana D. Moradi-Brovia** Roksana@rhmfirm.com,
matt@rhmfirm.com;rosario@rhmfirm.com;sloan@rhmfirm.com;priscilla@rhmfirm.com;rebeca@rhmfirm.com;davi
d@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;russ@rhmfirm.com
- **Paul F Ready** becky@farmerandready.com
- **Matthew D. Resnik** Matt@rhmfirm.com,
roksana@rhmfirm.com;rosario@rhmfirm.com;sloan@rhmfirm.com;priscilla@rhmfirm.com;rebeca@rhmfirm.com;d
avid@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;russ@rhmfirm.com
- **Victor A Sahn** victor.sahn@gmlaw.com,
vsahn@ecf.courtdrive.com;pdillamar@ecf.courtdrive.com;patricia.dillamar@gmlaw.com,Karen.Files@gmlaw.com
- **Kristine A Thagard** kthagard@marshackhays.com,
kthagard@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov
- **Reed S Waddell** rwaddell@frandzel.com, sking@frandzel.com
- **Gerrick Warrington** gwarrington@frandzel.com, achase@frandzel.com
- **David Wood** dwood@marshackhays.com,
dwood@ecf.courtdrive.com;lbuchananmh@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

4870-6853-1548
4878-3681-2132, v. 1